

ENTERED

November 04, 2016

David J. Bradley, Clerk

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISIONANGELICA GARCIA, INDIVIDUALLY
AND AS NEXT FRIEND OF
L.G.AND K.G.

V.

GLOBAL X-RAY & TESTING
CORPORATION AND
BRENT THERIOT, JR.§
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CIVIL ACTION NO. 4:15-cv-02455

DEFENDANTS DEMAND A JURY

**ORDER APPROVING MINOR SETTLEMENTS
AND DISMISSING PLAINTIFFS' CLAIMS WITH PREJUDICE**

On November 4, 2016, the Court considered the settlement between Plaintiff Angelica Garcia, individually and as next friend of L.G. and K.G., minors, and Defendants Global X-Ray & Testing Corporation and Brent Theriot, Jr.

Plaintiff appeared in person and through her attorney of record, Mr. Jorge Gomez. L.G. and K.G., minors, appeared through their guardian and next friend, Plaintiff, and through her court-appointed attorney ad litem, Mr. Stuart Wilson.

The general terms of the settlement between Plaintiffs and Defendants are set forth in a Settlement, Receipt, Release, and Indemnification Agreement and Addendum thereto, entered into by and between Plaintiffs and Defendants, and which is incorporated herein by reference, however, with respect to L.G. and K.G. the Court notes the following terms are included in said documents:

A. Periodic payments payable to L.G. as follows:

\$5,000.00 guaranteed lump sum payment on 02-20-2019.

\$7,500.00 guaranteed lump sum payment on 02-20-2021.

\$12,656.38 guaranteed lump sum payment on 02-20-2023.

B. Periodic payments payable to K.G. as follows:

\$2,500.00 guaranteed lump sum payment on 07-08-2021.

\$5,531.54 guaranteed lump sum payment on 07-08-2023.

Pursuant to the Settlement, Receipt, Release, and Indemnification Agreement and Addendum thereto, entered into by and between Plaintiffs and Defendants, Defendants and or their insurer may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or Insurer's liability to make the Periodic Payments set forth above to Pacific Life & Annuity Services, Inc.

The Court hereby **APPROVES** the aforementioned settlement between Plaintiffs and Defendants. The Court makes the following additional findings of fact:

1. Stuart Wilson has no interest adverse to L.G. and K.G., is not interested in and shall not receive any part of the settlement proceeds, is not related to Plaintiffs. The action of Stuart Wilson is hereby ratified and approved.
2. Stuart Wilson is hereby awarded reasonable and necessary fees in the amount of \$2000, which is to be paid by Defendants.
3. The settlement between Plaintiffs and Defendants covers all claims by Plaintiffs against Defendants and includes, but is not limited to, known and unknown, past, present, or future claims for damages of any kind arising from the accident made the basis of this lawsuit.
4. Angelica Garcia, as parent and guardian of L.G. and K.G., together with Stuart Wilson, have fully informed themselves of the circumstances of this litigation and of the needs and expectations of L.G. and K.G., and, with the advice of counsel and after study and deliberation, have carefully considered the effects of settling this dispute.

It is therefore, **ORDERED** that the Settlement, Receipt, Release and Indemnification Agreement and Addendum by and between Plaintiffs and Defendants is **APPROVED** and is hereby incorporated into this Order by reference.

It is further **ORDERED** that Defendants, and their insurers shall, upon payment of the amounts set forth in the Settlement, Receipt, Release and Indemnification Agreement and Addendum, stand fully, finally, and forever acquitted and fully discharged of and from any and all liability, claims, demands, or causes of action asserted in the above-styled cause, or which could, may or might have been asserted by Plaintiffs by reason of this accident and injuries complained of in the pleadings on file herein.

The Court further finds that the settlement between Plaintiffs and Defendants provides for the dismissal of all claims and causes of action against Defendants with prejudice. Therefore, it is further **ORDERED** that all claims and causes of actions asserted herein by Plaintiffs against Defendants are fully, finally, completely and entirely **DISMISSED WITH PREJUDICE**.

It is further **ORDERED** that attorneys' fees and costs shall be taxed against the party incurring same.

SIGNED on this 4th day of November, 2016.



U.S. DISTRICT JUDGE